

CONRAIL



RECORDATION NO. *8261* Filed 1425
Yamely 4263
AUG 5 1981 9 25 AM

INTERSTATE COMMERCE COMMISSION

July 23, 1981

8/15/81
Fee *2.00*

ICC Washington, D.C.

Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed is an original and two verified true copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

This document is a Consent and Agreement, a secondary document, dated February 1, 1981. The primary documents to which this is connected, a Conditional Sale Agreement originally filed with the I.C.C. under Recordation Number 4263, was conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261. The secondary document covers Equipment including five U-30-C, thirty SD-45, and two C-630 locomotives.

The names and addresses of the parties to the documents are as follows:

Cross index under 8261 (Conrail)
General Electric Company
2901 East Lake Rd.
Erie, PA 16531

The Pennsylvania Railroad Company
as predecessor-in-interest to
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, PA 19104

A fee of \$20 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

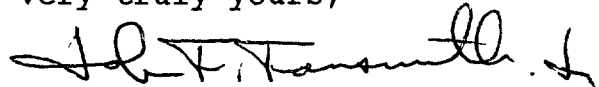
John F. Fansmith, Jr., Esq.
Law Department
Consolidated Rail Corporation
1138 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

July 23, 1981
Page 2

A short summary of the document to appear in the index follows:

Consent and Agreement, a supplement to a Conditional Sale Agreement between General Electric and The Pennsylvania Railroad Company, with Recordation Number 4263, conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261, dated February 1, 1981, and covering Equipment including five U-30-C, thirty SD-45, and two C-630 locomotives.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John F. Fansmith, Jr.", with a stylized flourish at the end.

John F. Fansmith, Jr.
General Attorney - Corporate

Encls. (\$20 check, 3 agreements)

RECORDATION NO. 8261 Filed 1425
Journey under 4263
AUG 5 1981 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

NOTARY'S CERTIFICATE

State of Pennsylvania

County of Philadelphia, ss:

I do hereby certify that the attached document,
having been compared to the original, is a true and
complete copy, correct in all respects.

Catherine Aldinger

My commission expires Aug. 3, 1981

(Notary's stamp)

CATHERINE ALDINGER
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 3, 1981

RECORDATION NO. 8261-1
Filed 1425

AUG 5 1981-9 25 AM

INTERSTATE COMMERCE COMMISSION
CONSENT AND AGREEMENT

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CONSENT AND AGREEMENT dated as of February 1, 1981, by General Motors Corporation (Electro-Motive Division), a Delaware corporation ("General Motors"), General Electric Company, a New York corporation ("General Electric"), Alco Products, Incorporated, a Delaware corporation ("Alco"), and Provident National Bank, with its chief place of business at Broad and Chestnut Streets, Philadelphia, Pennsylvania 19101 ("Provident National").

WHEREAS, General Motors and The Pennsylvania Railroad Company, a Pennsylvania corporation ("Pennsylvania Railroad"), entered into a Conditional Sale Agreement dated as of March 1, 1967 covering the purchase of locomotives, including 30 SD-45 locomotives ("Equipment");

WHEREAS, General Motors and Provident National entered into an Agreement and Assignment dated as of March 1, 1967, assigning the right, title and interest of General Motors in the Equipment and Conditional Sale Agreement to Provident National;

WHEREAS, General Electric and Pennsylvania Railroad entered into a Conditional Sale Agreement dated as of March 1, 1967 covering the purchase of locomotives, including 5 U-30-C locomotives ("Equipment");

WHEREAS, General Electric and Provident National entered into an Agreement and Assignment dated as of March 1, 1967, assigning the right, title and interest of General Electric in the Equipment and Conditional Sale Agreement to Provident National;

WHEREAS, Alco and Pennsylvania Railroad entered into a Conditional Sale Agreement dated as of March 1, 1967 covering the purchase of locomotives, including 2 C-630 locomotives ("Equipment");

WHEREAS, Alco and Provident National entered into an Agreement and Assignment dated as of March 1, 1967, assigning the right, title and interest of Alco in the Equipment and Conditional Sale Agreement to Provident National;

WHEREAS, the Penn Central Transportation Company was the successor in interest to the Pennsylvania Railroad;

WHEREAS, the Conditional Sale Agreements were conveyed to Consolidated Rail Corporation ("Conrail"), a Pennsylvania corporation, pursuant to the Regional Rail Reorganization Act of 1973, as amended;

WHEREAS, pursuant to Article 16 of the Conditional Sale Agreements Conrail is restricted from leasing the Equipment to any other railroad company without the prior written consent of General Motors, General Electric, Alco, or Provident National;

WHEREAS, it is desirable to lease the Equipment in off-peak periods to improve the utilization of equipment;

WHEREAS, modern operational techniques of in-through or run-through service, requiring off-line use of locomotives, offer significant revenue earning opportunities and are therefore desirable; and

WHEREAS, the Association of American Railroads Contract Committee has circulated to member railroads a suggested form for a sample Run-Through Agreement, indicating the industries adoption of run-through service in its operation.

NOW, THEREFORE, in consideration of the above, General Motors, General Electric, Alco and Provident National agree to the following:

- (i) Conrail may lease the Equipment to, or permit their use by, a user incorporated in the United States of America (or any State thereof or the District of Columbia), upon lines of railroads owned or operated by such user or by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia), or over which such user, or such railroad company or companies have trackage rights or rights for operation of their trains; provided, however, that the prior written consent of General Motors, General Electric, Alco and Provident National must be obtained for any lease that is for a term longer than nine months or is renewable for a term more than nine months and further provided that all of the obligations and

duties of Conrail under the Conditional Sale Agreement shall remain in full effect during the term of any such lease and that nothing in such lease shall terminate, reduce, diminish or otherwise change the rights of General Motors, General Electric, Alco and Provident National under the Conditional Sale Agreement;

- (ii) Conrail may use the Equipment upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in-through or run-through service; and
- (iii) Conrail may use the Equipment for occasional service in Canada, provided that such service in Canada does not involve regular operation and maintenance outside the United States of America, and further provided that the Equipment must be used so as to constitute rolling stock of a domestic railroad corporation subject to Part I of the Interstate Commerce Act or any successor provision within the meaning of Section 48(a)(2)(B)(ii) of the Internal Revenue Code of 1954, as amended.

This Consent and Agreement, when accepted by General Motors, General Electric, Alco, and Provident National by signing the acceptance at the foot hereof, shall be deemed to be a contract for the benefit of General Motors, General Electric, Alco, and Provident National and their successors

and assigns under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

GENERAL MOTORS CORPORATION

[Corporat Seal]

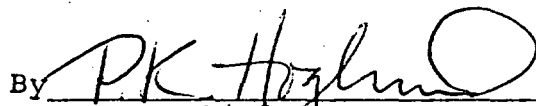
ATTEST:

Assistant Secretary



By

Title Vice President

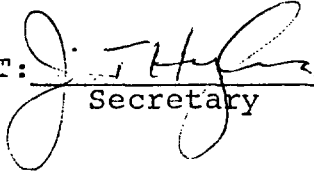


GENERAL ELECTRIC COMPANY

[Corporate Seal]

ATTEST:

Secretary



By

Title

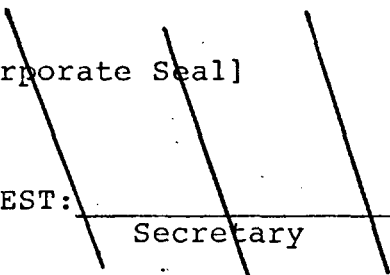


MANAGER-MARKETING
LOCOMOTIVE MARKETING DEPARTMENT
ALCO PRODUCTS, INCORPORATED

[Corporate Seal]

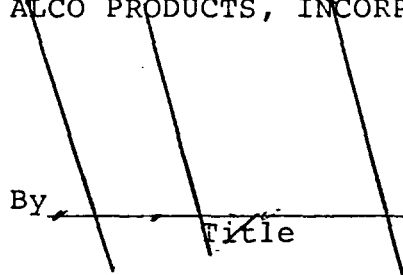
ATTEST:

Secretary



By

Title

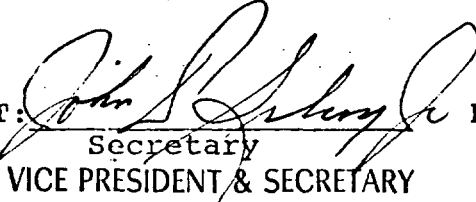


PROVIDENT NATIONAL BANK

[Corporate Seal]

ATTEST:

Secretary



VICE PRESIDENT & SECRETARY

By

Title



Philip C. Jackson
Assistant Vice President

STATE OF *Illinois*

COUNTY OF *Cook*

,)
) ss.:
)

On this *27th* day of *March* 1981, before me personally appeared *E. K. HOGLUND*, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of *General Motors Corporation* that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Agnes L. Napke

Notary Public

[Notarial Seal]

My Commission Expires *FEB 10 1982*

STATE OF *PENNSYLVANIA*

COUNTY OF *ERIE*

,)
) ss.:
)

On this *13th* day of *APRIL*, 1981, before me personally appeared *R.D. MOOREY*, to me personally known, who, being by me duly sworn, says that he/she is an authorized officer of *GENERAL ELECTRIC COMPANY*, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Doris W. Chilcott

Notary Public

[Notarial Seal]

My Commission Expires

Doris W. Chilcott, Notary Public
Lawrence Park Twp., Erie Co., Pa.
My Commission Expires Nov. 26, 1983

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of 1981, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he/she is an
authorized officer of , that one of
the seals affixed to the foregoing instrument is the corporate
seal of said Corporation, and that said instrument was
signed and sealed on behalf of said Corporation by authority
of its Board of Directors, and he/she acknowledged that the
execution of the foregoing instrument was the free act and
deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF *Pennsylvania* ,)
) ss.:
COUNTY OF *Philadelphia*)

On this *8th* day of *June* 1981, before me
personally appeared *Philip C. Jackson* , to me
personally known, who, being by me duly sworn, says that
he/she is an authorized officer of *Provident National Bank* ,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said Corporation, and that said instru-
ment was signed and sealed on behalf of said Corporation by
authority of its Board of Directors, and he/she acknowledged
that the execution of the foregoing instrument was the free
act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

WILLIAM O. BREM
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 13, 1983